

Lon A. Jenkins (4060)  
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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH**

IN RE:  
CHRISTOPHER PROCTOR

Debtor

CASE NO: 20-24404

Chapter 13

Hon. JOEL T. MARKER

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**CHAPTER 13 TRUSTEE'S OBJECTION TO  
CLAIM NO. 3 OF Utah Transit Authority**

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Pursuant to 11 U.S.C. § 502 and Bankruptcy Rule 3007, Lon A. Jenkins, Standing Chapter 13 Trustee, ("Trustee") hereby objects to Claim No. 3 (hereinafter the "Claim") of Utah Transit Authority (hereinafter the "Creditor"). In support of his objection, the Trustee states as follows:

1. The Debtor filed a Chapter 13 petition on July 21, 2020, and the Court confirmed the Debtor's plan on November 24, 2020.
2. As set forth in the attached exhibit, the Creditor has represented to the Trustee that it no longer asserts a claim against the bankruptcy estate.
3. At this time, the Trustee does not object to the Creditor's retention of any prior disbursements made by the Trustee on this Claim.

WHEREFORE, the Trustee moves the Court for an order reducing the Creditor's Claim to \$0.00 and authorizing the Trustee to not make any further disbursements on this Claim, effective as of the date of the attached exhibit.

Dated: 10/6/2022

LAJ /S/  
LON A. JENKINS  
CHAPTER 13 TRUSTEE

#### CERTIFICATE OF MAILING

The undersigned hereby certifies that true and correct copy of the foregoing Trustee's Objection to Claim was served upon all persons entitled to receive notice in this case via ECF notification or by First Class U.S. Mail to the following parties on October 06, 2022:

CHRISTOPHER PROCTOR, PO BOX 520009, SALT LAKE CITY, UT 84152-0009

JUSTIN O. BURTON, ECF Notification

Utah Attorney General, 160 E 300 S, Salt Lake City, UT 84114

UTA Attention Claims Recovery, 669 W 200 S, Salt Lake City, UT 84101

/s/ Michelle Moses

Michelle Moses

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From: Utah trusteeemail  
Sent: Thursday, October 6, 2022 9:32 AM  
To: Michelle Moses  
Subject: FW: 20-24404 Proctor, Chris acnt 8958/4720 ; UTA recovery file #gl-44720  
Attachments: PDR to PGR for PD limits ; gl-44720.pdf  
  
Importance: High

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From: Moody, Lynnette (Recovery Adjuster) <[LMoody@rideuta.com](mailto:LMoody@rideuta.com)>  
Sent: Thursday, September 29, 2022 11:43 AM  
To: Utah trusteeemail <[utahtrusteeemail@ch13ut.org](mailto:utahtrusteeemail@ch13ut.org)>  
Subject: Proctor, Chris acnt 8958/4720 ; UTA recovery file #gl-44720  
Importance: High

Dear Law Office,

UTA recently received check #793472 for \$16.86 regarding Christopher Proctor, your case #2024404.

Attached is a Property Damage Release UTA authorized on January 25<sup>th</sup>, 2021 in conjunction with Insurance Claim # 19-1700309.

Please respond in kind with applicable bankruptcy judgement ruling(s) indicating Mr. Proctor's debt to Utah Transit Authority is ordered by the court &/or agreed upon by Mr. Proctor &/or his representatives.

Thank you for your assistance with this matter.  
Respectfully,

Lynnette Moody  
*Recovery Adjuster*  
Risk Management  
Utah Transit Authority  
801.287.4616 (Phone)  
801.287.4520 (Fax)  
[lmood@rideuta.com](mailto:lmood@rideuta.com)

669 W. 200 South  
Salt Lake City, UT 84101  
[www.rideuta.com](http://www.rideuta.com)



This intended exclusively for the individual or entity to which it is addressed, if you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it, if you have received this message in error, please notify the sender immediately by e-mail and delete &/or destroy all copies of his message.

**FULL RELEASE OF ALL CLAIMS**  
(Property Damage - Claimant)

Claim Number: 19-1700309

Date: 12/13/19

**KNOW BY ALL THESE PRESENTS**, that I (we), UTA for and in consideration of the sum of fifteen thousand Dollars (\$15,000.00), the receipt whereof is hereby acknowledged, do hereby for myself (ourselves), my (our) heirs, executors, administrators, successors and assigns and any and all other persons, firms, employers, corporations, associations, or partnerships release, acquit and forever discharge Tiffany Hards and Christopher Proctor, (his/her/their) agents, employees, principals, employers, insurers, heirs, executors, administrators, insurers, successors and assigns of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, storage costs, loss of use or opportunity, property damage, expenses, accrued or unaccrued claims, other known and unknown damages relating to property damaged or destroyed, which heretofore have or which hereafter may be sustained by me in consequence of any claim that may occur, may have occurred, or would ever be alleged to have occurred in the automobile collision on or about 1/2/19 at or near 800 S 200 W, Salt Lake City, UT.

It is understood and agreed that this settlement is in full compromise of a disputed claim as to both questions of liability and as to the nature and extent of the property damage, as well as other alleged damages and that neither this release nor the payments pursuant thereto shall be construed as an admission of liability, such being denied.

It is further understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said damages, claims causes of action and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned expressly warrant(s) that no other person or entity has asserted or is able to assert any lien, claim or entitlement to any portion of the consideration recited above which has not been satisfied, or will not be satisfied immediately out of the above recited consideration being paid for this Release.

This Release contains the entire agreement between the parties hereto and the terms of the same are contractual and not a mere recital.

**I (WE) HAVE READ THIS AGREEMENT AND RELEASE AND UNDERSTAND IT.**

<u>Lynnette Moody, Recovery Adjuster</u> Printed Name	<u>[Signature]</u> Signature	<u>01/19/2021</u> Date
<u>Dave Fitcher</u> Printed Name	<u>[Signature]</u> Signature	<u>1/25/21</u> Date

UT PD (2010)